ment against the defendant's subscription. *Held*, the defendant is not liable. *Stalnaker* v. *Gum* (W. Va.), 104 S. E. 730.

It is well settled that, so long as a corporation is a going concern, a subscription to its stock induced by fraud is voidable at the option of the defrauded subscriber to the same extent, and subject to the same rules, as a contract between individuals would be. *Crump* v. *United States Mining Co.*, 7 Gratt. (Va.) 352, 56 Am. Dec. 116; *Bradley* v. *Poole*, 98 Mass. 169, 93 Am. Dec. 144; *Newton National Bank* v. *Newbegin*, 74 Fed. 135, 33 L. R. A. 727.

Where, however, after the subscription and before the subscriber has taken steps to rescind, the equities of subsequent creditors intervene, different considerations are presented. In England the rule, which seems to be based wholly upon an interpretation of the Companies Act of 1862, is that the insolvency of the corporation absolutely bars the defrauded subscriber's release. *Oakes* v. *Turquand*, L. R. 2 H. L. 325, 344; *Henderson* v. *Royal British Bank*, 7 El. & Bl. 356. See 25 & 26 Vict. c. 89, § 23, *et seq.* The more liberal American rule is substantially as follows: that where the fraudulent subscription is promptly rescinded, before other shareholders have subscribed on the faith of it, and before creditors have, subsequently to such subscription, extended credit, then the subscriber may be released from liability. *Newton National Bank* v. *Newbegin, supra; Fear* v. *Bartlett*, 81 Md. 435, 32 Atl. 322, 33 L. R. A. 721; *Meholin* v. *Carlson*, 17 Idaho 742, 107 Pac. 755, 134 Am. St. Rep. 286. Thus where one was fraudulently induced to purchase shares of stock in an already insolvent bank which was closed shortly afterwards, his equity to have the sale rescinded was held superior to the equities of creditors who had not given credit on the faith of his subscription. *Morrisey* v. *Williams*, 74 W. Va. 636, 82 S. E. 509. But there must be no want of diligence on the part of the subscriber, either in discovering the fraud or in taking steps to repudiate his liability when the fraud is discovered. *Brown* v. *Allebach*, 166 Fed. 488; *Turner* v. *Grangers, etc., Ins. Co.*, 65 Ga. 649, 38 Am. Rep. 801; *Chamberlain* v. *Trogden*, 148 N. C. 139, 61 S. E. 628, 16 Ann. Cas. 177.

CRIMINAL LAW—VENUE—CONSTITUTIONALITY OF STATUTES REGULATING VENUE.—A State statute provided that where a crime is committed on a train, boat or other public conveyance, or at any station on the route, the accused may be prosecuted in any county through which the conveyance may pass during the trip or voyage. Defendant maintained that he could be tried only in the county in which the offense had been committed, as provided in the State Constitution. *Held*, the statute is contrary to that provision and unconstitutional. *State* v. *Reese* (Wash.), 192 Pac. 934.

In the above case, the legislature attempted to create the route of the public carrier into a "criminal district" entirely distinct from any county. This is a little different from the average statute of this kind, which provides merely that the State may prosecute in any county touched by the road, in case the particular *situs* and county of the crime cannot be discovered.

The leading decision upholding the instant case thinks it wiser to preserve the constitutional right as to venue, and force the State to a proof of the county in which the alleged crime was committed. "It is no uncommon thing to have criminal prosecutions fail for want of proof, and while the danger of such failure may be greater in this class of cases than in others, it is not made clear to us how a man can be lawfully deprived of a constitutional right for such a reason." *People* v. *Brock*, 149 Mich. 464, 112 N. W. 1116, 119 Am. St. Rep. 684. Under similar circumstances, the same holding was made in *State* v. *Anderson*, 191 Mo. 134, 90 S. W. 95. But compare *Steerman* v. *State*, 10 Mo. 317.

The modern trend seems in favor of this doctrine. In 16 CORPUS JURIS 198, it is stated that the weight of authority is *contra*, but the cases cited do not uphold the text in that contention, as a cursory examination will show.

There is really only one well considered case holding with the view of constitutionality. This case rests on the peculiar phraseology of the Illinois Constitution, and even in it, the court stated the prosecution must be instituted in the county where committed, if that can be discovered, or is disclosed by the accused. *Watt* v. *People*, 126 Ill. 9, 18 N. E. 340, 1 L. R. A. 403.

If there are no restrictions in the Constitution, then the legislature may surely enact a statute similar to the one under discussion. *State* v. *Lewis*, 142 N. C. 626, 55 S. E. 600, 9 Ann. Cas. 604, 7 L. R. A. (N. S.) 669.

There is no statute upon this subject in Virginia.

EQUITY—PENALTIES AND FORFEITURES—ENFORCEMENT.—The plaintiff corporation sold and conveyed certain lots to the defendant. As a part of the consideration, the defendant bound herself to erect certain buildings on the land within six months. Should such buildings not be erected in the time specified, it was further agreed that the lots should revert to the plaintiff. The buildings were not erected and the plaintiff filed a bill in equity to annul and rescind the deed, on the ground of the breach of a condition subsequent. The defendant demurred on the ground that the bill prayed for a forfeiture of the title to real estate while there was a complete and adequate remedy at law. *Held*, the bill will not lie. *Pence* v. *Tidewater Townsite Corporation* (Va.), 103 S. E. 694. See NOTES, p. 306.

INSURANCE—ACCIDENTAL—MURDER IS AN ACCIDENT.—The defendant insurance company issued to the deceased an indemnity policy insuring him "against bodily injuries sustained directly and independently of all other causes through accidental means". The policy also provided that the estate of the insured would receive payment, should an accident happen to the insured resulting in his death. The insured was murdered and his administratrix, the plaintiff, brought an action to recover the insurance. *Held*, the plaintiff may recover. *Buckley* v. *Mass. Bonding & Ins. Co.* (Wash.), 192 Pac. 924.

An accident has been defined as "an event happening without any